



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शिमला, सोमवार, 18 अगस्त, 2003/27 भाद्रप, 1925

हिमाचल प्रदेश सरकार

AGREEMENT UNDER SECTION 41 OF THE LAND ACQUISITION ACT, 1894

ARTICLES OF AGREEMENT made this 8th day of August, Two Thousand Three between the Gujarat Ambuja Cements Limited, A Company registered under the Company's Act, 1956 and having its registered office at Vadnagar, Taluka Kodinar, District Amreli, Gujarat State, through Shri J. C. Toshniwal, Joint President appointed by the Company as its Attorney (hereinafter called "the Company" which expression shall include its heirs, successors and assigns) of the one part and the Government of Himachal Pradesh through the Special Secretary (Industries & I. T.) to the Government of Himachal Pradesh (hereinafter called the "Government", which expression shall include his successors in office and assigns) of the other part.

Whereas, upon the application of the Company for acquisition of land for the purpose of Mining and Safety Zone, the Government of Himachal Pradesh have agreed to acquire on behalf of the Company under provisions of the Land Acquisition Act, 1894 (1 of 1894), the pieces or parcels of land described and delineated in the Schedule hereto annexed and situated in Villages Kashlog, Rathoh Banog & Barsanoo, Tehsil Arki, District Solan, Himachal Pradesh, measuring 91.2 Bighas, having been shown to the satisfaction of the said Government that the proposed acquisition is needed for the purpose of Mining and Safety Zone and whereas the said Government have called upon the Company under the provisions of section 41 of the said Act to enter into the agreement with the Government hereafter contained.

Now, these presents witness and it is hereby agreed and declared as follows :

1. On demand, the Company shall and will pay to the said Government of Himachal Pradesh all and every compensation in respect of the said land tendered, paid or awarded to be tendered, paid or awarded by the Collector under the Land Acquisition Act, 1984, or by Court or Courts to which an appeal from the award of the said Court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid Courts or otherwise incidental to the proposed acquisition or payable in respect thereof under the provisions of the said Act.
2. On demand, made by the said Collector the obligation of the Company under the last preceding clause not being thereby limited the Company shall and will deposit with the said Collector such sum or sums of money as in his discretion the said Collector may in anticipation estimate to be necessary for the purpose mentioned in the last preceding clause.
3. On payment by the Company of all demands under the foregoing first clause, or, in the discretion of the said Government of Himachal Pradesh (on deposit by the Company of all estimated amount as provided in the second clause) but not before possession shall have been taken under the provisions of the said land to the Company and shall execute and do all such acts and deeds as may be necessary and proper for effectually vesting the same in the Company.
4. In case, the Company has offered the land and construction etc. in it as security with the previous sanction of the Government for raising loan from Financial Institutions/Banks etc. within India and outside, the Government shall not have recourse to its rights or resumption of the lands under this clause, during the period such loan is outstanding.
5. The said land shall be held by the Company for the purpose for which it is acquired or purpose legitimately connected as is hereinbefore mentioned and without the sanction in writing of the said Government of Himachal Pradesh first had and obtained for no other purpose whatsoever.
6. Should the said lands not held by the Company for the purpose for which it is acquired legitimately connected as is hereinbefore mentioned within a period of three years from the date on which possession of the said land shall have been given to the Company within such further period as in its discretion may be prescribed or allowed by the State Government of Himachal Pradesh or should the lands at any time thereafter cease for a period of 36 consecutive months or ceased to be required for the purpose or purposes provided for in the foregoing 4th clause and in any such case the said Government may summarily re-enter upon and taken possession of the said land together with all buildings thereon whether such buildings were erected before or after transfer of the land to the Company and thereupon the interest of the Company in the said land and buildings shall cease and determine.

IN WITNESS whereof the seal of the Company has been affixed and the Government of the State of Himachal Pradesh hereinto set his hand and seal, the day, month and year hereinabove mentioned.

WITNESSES :

1. Sd/-
(DINESH SHARMA),
Manager,
M/s GACL.

For and on behalf of
Gujarat Ambuja Cements Ltd.

2. Sd/-
(KUNDAN SINGH BISHT),
Sr. Assistant,
Gujarat Ambuja Cements Ltd.,
Aggarwal Bhawan, Sanjauli,
Shimla-6.

Sd/-
(J. C. TOSHNIWAL),
Joint President,

1. Sd/-
(B. S. VERMA),
S. O. (Ind.-B) to the
Govt. of Himachal Pradesh.

For and on behalf of the
Government of Himachal Pradesh.

2. Sd/-
(B. R. JHANGTA),
Supdt., Ind.-B, H. P. Sectt.

Sd/-
Through the Special Secretary (Industries & IT)
to the Government of Himachal Pradesh.

SCHEDULE

District : SOLAN

Tehsil : ARKI

Village 1	Khasra No. 2	Area	
		Bigha 3	Biswa 4
Kashlog	483/472-473/398/346	14	02
	475-476/400/347	21	14
	478/402/348	04	00
	425/201	01	01
	490/450-451/382/339	01	10
	464-465/393/344	06	14
	456-457/386/341	02	16
	459-460/338/342	00	15
	462/391/343	02	07
	482/472-473/398/346	00	04
	423/370/200	02	10
	216	04	02
	215	00	06
	214	00	02
	213	00	13
	217	00	15
	218	00	06
	219	00	04
	436-437/376/212	05	04
Kita ... 19		69	05
Total		69	05

1	2	3	4
Rathoh	295/11/1 297/11/1 324/212 326/213 216 342/228 350/234 92	02 02 00 00 00 04 01 00	07 07 01 03 07 19 04 07
	Kita .. 8	Total	11 15
Banog	60 61 62	01 00 00	16 08 16
	Kita .. 3	Total	03 00
Barsanoo	215 214 210 ब 217 221 ब 216 218 219 213	02 01 00 00 00 01 00 00 00	08 14 01 08 05 09 10 02 05
	Kita .. 9	Total	07 02
	Total Kita .. 39	Grand Total	91 02

WITNESSES :

1. Sd/-
(DINESH SHARMA),
Manager,
M/s GACL.
2. Sd/-
(KUNDAN SINGH BISHT),
Sr. Assistant,
Gujarat Ambuja Cements Ltd.,
Aggarwal Bhawan, Sanjauli,
Shimla-6.

*For and on behalf of
Gujarat Ambuja Cements Ltd.*

1. Sd/-
(B. S. VERMA),
S. O. (Ind.-B) to the
Govt. of Himachal Pradesh.

*For and on behalf of the
Government of Himachal Pradesh.*

2. Sd/-
(B. R. JHANGTA),
Supdt., Ind.-B, H.P. Sectt.

*Sd/-
Through the Special Secretary (Industries & IT)
to the Government of Himachal Pradesh.*